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May 3, 2018

Via Email and Hand Delivery

Ms. Sandra Gray-Fields
Enforcement Bureau
Market Disputes Resolution Division
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: ***CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC v. Verizon Services Corp., et al., Docket No. 18-33, File No. EB-18-MD-001***

Dear Ms. Gray-Fields:

Verizon seeks leave to file the attached Sur-Reply to respond to a discrete set of new arguments that CenturyLink made for the first time in its reply papers.¹ CenturyLink's reply filing was 258 pages, not including its new exhibits. In several places, CenturyLink's new arguments are much longer than the arguments submitted with its Formal Complaint. For example, CenturyLink's opening Legal Analysis was 30 pages, whereas its Reply Legal Analysis is 65 pages – more than double in size. CenturyLink's extraordinarily lengthy reply papers also contain several new factual and legal submissions that were not contained in its Formal Complaint papers. Given the length and content of CenturyLink's Reply, the attached Sur-Reply would “contribute[] to a full, fair, and expeditious resolution of the proceeding.”²

Although Verizon disagrees with virtually all of CenturyLink's reply submission, the attached Sur-Reply is narrowly tailored to address just a few new arguments on which the

¹ Verizon files this motion pursuant to 47 C.F.R. §§ 1.727(a) and 1.729(h). “CenturyLink” refers to complainants CenturyLink Communications LLC f/k/a Qwest Communications Company, LLC, together with its subsidiaries and affiliates. “Verizon” refers to defendants Verizon Services Corp; Verizon Virginia LLC; Verizon Washington, DC, Inc.; Verizon Maryland LLC; Verizon Delaware LLC; Verizon Pennsylvania LLC; Verizon New Jersey Inc.; Verizon New York Inc.; Verizon New England Inc.; Verizon North LLC; and Verizon South Inc.

² Memorandum Opinion & Order, *MCI Telecomms. Corp. v. AT&T Corp.*, 12 FCC Rcd 5969, ¶ 6 (EB 1997) (allowing sur-reply “after the normal pleading cycle”) (“*MCI v. AT&T*”).

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Bureau would benefit from additional information. For example, with respect to Dispute Category #1, CenturyLink's position from the outset of this dispute had been that Verizon should have counted DS3 CLF "units" in Facilities Management Service territories by tallying up the number of DS0-equivalent channels and dividing by 672. As part of that argument, CenturyLink had long conceded that Verizon was entitled to "compensation based on its provision of the underlying services."³ On reply, however, CenturyLink reverses course and asserts for the first time that Verizon should have counted *none* of those DS3 circuits because it already received compensation for the underlying DS0-equivalent channels in its *DS1 "unit" count*.⁴ As a result, CenturyLink has now nearly tripled the dispute amount over what it previously claimed in its Formal Complaint.⁵ The attached Sur-Reply refutes this new theory and demonstrates that CenturyLink's new factual predicate about Verizon's DS1 "unit" count is false.⁶

The rest of the attached Sur-Reply is likewise tailored to respond to CenturyLink's new arguments. It includes four documents: (1) a Sur-Reply Legal Analysis responding to two new arguments in CenturyLink's Reply Legal Analysis; and (2) a Supplemental Declaration of Patricia A. Mason responding to some of the new factual assertions in Tiffany Brown's 101-paragraph Reply Declaration; (3) a Sur-Reply Declaration of Anna McDermott responding to one additional new paragraph in Ms. Brown's Reply Declaration; and (4) a Second Request for Interrogatories containing targeted discovery requests based on new assertions by Ms. Brown.⁷ The Bureau generally grants defendants leave to file sur-replies in comparable circumstances, when a complainant has made new factual and legal arguments on reply.⁸ Because Verizon's

³ Compl. ¶ 43.

⁴ See Reply Decl. of Tiffany Brown ¶¶ 50-54 (filed Apr. 23, 2018).

⁵ CenturyLink's Reply Legal Analysis at 5-6.

⁶ See Supplemental Decl. of Patricia A. Mason ¶¶ 2-9 (filed May 3, 2018).

⁷ See 47 C.F.R. § 1.729(h) ("The Commission may allow . . . additional interrogatories."). To date, CenturyLink has requested permission to serve 15 total Interrogatories, whereas Verizon – even including all the new proposed requests – has sought only 13 Interrogatories.

⁸ See Letter Ruling, *AT&T Mobility LLC v. Iowa Wireless Servs. LLC*, Proceeding No. 15-259, File No. EB-15-MD-007, 2015 WL 9081195, at *2 (EB Dec. 8, 2015) ("[w]e also find good cause to grant iWireless' request to file a surreply on the ground that iWireless should be accorded an opportunity to address material that was presented for the first time in AT&T's reply"); *MCI v. AT&T* ¶ 6 (granting leave because sur-reply submission was "relevant to a key issue and contributes to a full, fair, and expeditious resolution of the proceeding"); Letter Ruling at 2, *Saturn Telecomm. Servs., Inc. v. BellSouth Telecomms., Inc.*, File No. EB-09-MD-008 (EB Dec. 10, 2009) (granting BellSouth's motion for leave to file a sur-reply); see also Second Order on Reconsideration, *Qwest Commc'ns Corp. v. Farmers & Merchants Mut. Tel. Co.*, 24 FCC Rcd 14801, ¶ 29 (2009) (Commission allowing Farmers to file a sur-reply).

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submission will ensure a more complete record and promote the efficient and fair resolution of this proceeding, the Bureau should follow that practice here.

Respectfully submitted,

A handwritten signature in blue ink, appearing to be 'J. Branson', with a large loop at the start and a horizontal line extending to the right.

Joshua D. Branson

Enclosures

Cc: Marc S. Martin, Perkins Coie
Brendon P. Fowler, Perkins Coie
Adam L. Sherr, CenturyLink Communications, LLC

Tab A

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)	
)	
CenturyLink Communications, LLC)	
f/k/a Qwest Communications Company,)	
LLC,)	
)	
Complainant,)	
v.	)	Docket No. 18-33
	)	File No. EB-18-MD-001
Verizon Services Corp.; Verizon)	
Virginia LLC; Verizon Washington,)	
DC Inc.; Verizon Maryland LLC;)	
Verizon Delaware LLC; Verizon)	
Pennsylvania LLC; Verizon New Jersey)	
Inc.; Verizon New York Inc.; Verizon)	
New England Inc.; Verizon North LLC;)	
Verizon South Inc.,)	
)	
Defendants.)	

VERIZON'S SUR-REPLY LEGAL ANALYSIS

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Attorneys for Verizon

May 3, 2018

INTRODUCTION AND SUMMARY

Although CenturyLink’s 65-page Reply Legal Analysis is full of errors, most of them require no further discussion in light of Verizon’s prior submissions. CenturyLink’s claims remain procedurally barred and substantively wrong. Here, Verizon focuses on two of CenturyLink’s new arguments. First, we explain that CenturyLink cannot escape the Service Agreements’ dispute restrictions by reframing the amounts it seeks as something other than “Billing Credits.”¹ Second, CenturyLink is time-barred in its attempt to triple the size of its claims in Dispute Category One² by advancing a new (and incorrect) claim that Verizon was compensated for DS3 CLF circuits in FMS territories through its DS1 “unit” counts.³

I. CENTURYLINK’S ATTEMPT TO RECHARACTERIZE ITS CLAIMS CONFLICTS WITH THE SERVICE AGREEMENTS

The Bureau should resolve this case solely on the plain language of the Service Agreements’ dispute restrictions.⁴ Under the text of both Agreements, the “Billing Credits as determined by Verizon are not subject to dispute.”⁵ Verizon has explained why CenturyLink’s attacks on those restrictions fail.⁶ But CenturyLink’s Reply Legal Analysis now also tries to circumvent those restrictions altogether by arguing that the Service Agreements allowed CenturyLink to “receive amounts for [Billing Credit-related] disputes . . . if *they were not*

¹ See CenturyLink’s Reply Legal Analysis at 17-19.

² See Compl. ¶¶ 40-47; Answer ¶¶ 40-47; Verizon’s Legal Analysis at 51-54.

³ See CenturyLink’s Reply Legal Analysis at 6, 43-48.

⁴ See Verizon’s Legal Analysis at Part I.

⁵ CTL Ex. 3, 2009 Service Agreement, Ex. B § 7(e)(vii) (“2009 Service Agreement,” executed May 6, 2009); CTL Ex. 5, 2014 Service Agreement, Ex. B § 8(f) (“2014 Service Agreement,” executed February 14, 2014). Verizon refers to exhibits attached to the Formal Complaint as “CTL Ex.”

⁶ See Verizon’s Legal Analysis at 26-49.

characterized as Billing Credits.”⁷ In other words, CenturyLink seems to argue that the Service Agreements allow it to recover the additional quarterly credit amounts it seeks here so long as it does not “characterize[]” those new credit amounts as “Billing Credits.”

CenturyLink’s rhetorical slight-of-hand conflicts with the contracts. Most of CenturyLink’s claims,⁸ no matter how it now styles them, remain disputes about the way that Verizon calculated the Billing Credits under the Service Agreements.⁹ Those claims run headlong into the Service Agreements’ “prohibition against disputes” concerning already-paid Billing Credits.¹⁰ Were CenturyLink’s reading correct – and it was allowed to claim that the quarterly credit amounts were too low so long as it made sure that the additional amounts sought were not “characterized as Billing Credits” – the dispute restrictions for which Verizon bargained would have served no purpose. Indeed, the central goal of the contract dispute protections was to allow Verizon to close the books on a quarter after issuing an agreed-upon Billing Credit.¹¹ Allowing CenturyLink to collect additional credit amounts after the fact merely by *calling* them something other than “Billing Credits” would render those protections illusory.¹²

⁷ CenturyLink’s Reply Legal Analysis at 17 (emphasis added); *see id.* at 18 (arguing that CenturyLink is entitled to be credited back amounts “even though such amounts would not result in an adjustment to the Billing Credits themselves”).

⁸ *Cf.* Verizon’s Legal Analysis at 59-66 (explaining that the final two dispute categories are actually untimely disputes of Verizon’s monthly charges).

⁹ *See, e.g.,* Compl. ¶ 3 (“Verizon chronically overcharged CenturyLink by miscalculating the *value of the quarterly* credit owed to CenturyLink.”) (emphasis added); CenturyLink’s Legal Analysis at 7 (“Verizon’s *failure to provide the correct credits* under the contract tariffs is a deviation from the tariffed rate in violation of Section 203(c). *By not providing those credits* Verizon charged more than what was provided for in the contract tariffs.”) (emphasis added; footnote omitted).

¹⁰ 2014 Service Agreement, Ex. B § 8(f).

¹¹ *See* Declaration of Christopher A. Alston ¶¶ 8-12 (filed Apr. 12, 2018).

¹² *See Retail Clerks Int’l Ass’n Local No. 455, AFL-CIO v. NLRB*, 510 F.2d 802, 806 n.15 (D.C. Cir. 1975) (“It is a settled rule of contract interpretation that contract language should not be interpreted to render the contract promise illusory or meaningless.”).

The one snippet of contract language on which CenturyLink relies does not suggest otherwise.¹³ CenturyLink attempts to anchor its latest position in § 7(e)(v) of the 2009 Service Agreement, which discusses “disputes raised after the determination of the Billing Credits.”¹⁴ But the word “disputes” in that provision, as in the various provisions that preceded it and in the term “Disputed Charges” that accompanied it, referred to *monthly charge* disputes.¹⁵ Thus, § 7(e)(v) contemplated that CenturyLink might raise *monthly charge* disputes after the determination of a Billing Credit,¹⁶ but in no event could such disputes lead to any “adjustment to the Billing Credits.”¹⁷ CenturyLink’s interpretation – by allowing disputes, and thus “adjustments,” of previously paid credit amounts – would read that final clause out of the contract. It also would nullify the clear provision, just two sections down, that “[t]he Billing Credits as determined by Verizon are not subject to dispute.”¹⁸ CenturyLink’s expansive reading of § 7(e)(v) cannot be squared with that latter provision. In fact, CenturyLink’s Reply Legal Analysis offers no coherent construction of the “not subject to dispute” language at all. Its failure to give effect to that crucial language undermines its interpretation of § 7(e)(v).¹⁹

¹³ Cf. CenturyLink’s Reply Legal Analysis at 17-19.

¹⁴ 2009 Service Agreement, Ex. B § 7(e)(v).

¹⁵ See Verizon’s Legal Analysis at 22-23.

¹⁶ This ability to raise monthly charge disputes did not extend to monthly charges that Verizon had already factored into paid Billing Credits; disputes over such charges were waived. See 2009 Service Agreement, Ex. B § 7(e)(iii); 2014 Service Agreement, Ex. B § 8(e); Verizon’s Legal Analysis at 64-66. Thus, the monthly charges contemplated by this clause covered only charges – such SNET ring charges – that were not included in the Price Flex Deal.

¹⁷ 2009 Service Agreement, Ex. B § 7(e)(v).

¹⁸ *Id.* § 7(e)(vii).

¹⁹ See Memorandum Opinion & Order, *Express Scripts, Inc. v. AT&T Corp.*, Proceeding No. 16-407, 2018 WL 683791, ¶ 13 (EB Jan. 31, 2018) (rejecting complainant’s interpretation of a contract “because it ignores the principle that a contract must be read as a whole”).

CenturyLink’s new reliance on the “rule against surplusage”²⁰ to salvage its reading of the contract is similarly misplaced. CenturyLink argues that Verizon’s interpretation would give the term “disputes raised after the determination of the Billing Credits” the same meaning as the term “Disputed Charges,” which appears alongside it in § 7(e)(v) of the 2009 Service Agreement. But although those terms are similar – in that both concern monthly charges – they are not identical. “Disputed Charges” are monthly recurring charges “under dispute . . . as of the 30th calendar day following the end of the applicable Quarter,”²¹ which the contract required Verizon to exclude from the Billing Credit calculations. By contrast, “disputes raised after the determination of the Billing Credits” are necessarily raised *after* the 30-day cut off for “Disputed Charges.” There is thus a temporal distinction between the two terms, rendering the canon against surplusage inapplicable. And whatever else is true about the relationship between the two, the contract makes clear that neither could allow for after-the-fact “adjustment[s] to the Billing Credits.”²² That alone is fatal to CenturyLink’s interpretation.

II. CENTURYLINK’S CLAIMS FOR NEW OVERCHARGES ARE TIME-BARRED BECAUSE IT NEVER PRESENTED THOSE CLAIMS TO VERIZON

CenturyLink’s reply papers also purport to triple the value of the claims in Dispute Category One, concerning DS3 charges in FMS territories. Until its Reply, CenturyLink’s claim had been that “Verizon *Overcounted Equivalents* of DS3 Units in FMS LATAs.”²³ In other words, CenturyLink was claiming that Verizon should have counted DS3 “equivalents” by summing up the number of DS0 channels used and dividing by 672. At the core of

²⁰ CenturyLink’s Reply Legal Analysis at 18 n.53 (invoking rule that “the Commission must render each term meaningful” by giving each a unique meaning).

²¹ 2009 Service Agreement, Ex. B § 5(b).

²² *Id.*, Ex. B § 7(e)(v).

²³ Compl. ¶ 40 (emphasis added).

CenturyLink’s argument was a concession that Verizon was entitled to some “compensation based on its provision of the underlying services.”²⁴ CenturyLink thus took the amount that Verizon actually charged, subtracted the DS0-equivalent amount it thought Verizon should have charged instead, and used the difference to calculate the value of its disputes.²⁵

CenturyLink now abandons that position and argues instead that Verizon was already fully compensated for FMS transport through its DS1 “unit” count.²⁶ As a result of this new factual argument, CenturyLink asserts new overcharges based not on its DS3-equivalency calculations, but on the entire amount that Verizon earned on the DS3 CLF circuits at issue.²⁷

CenturyLink’s new claims that Verizon was fully compensated for DS3 CLF service in FMS territories through its DS1 “unit” counts are factually wrong.²⁸ They are also time-barred. Even assuming that CenturyLink’s claims are for “overcharges” under section 415(c),²⁹ they are timely only if the “claim for the overcharge [was] presented in writing to the carrier within the two-year period of limitation.”³⁰ That requirement is fatal because CenturyLink never “presented in writing” to Verizon any “claim for [an] overcharge” seeking to recover the entirety of Verizon’s credit calculations for DS3 CLF circuits in FMS territories – nor did CenturyLink

²⁴ *Id.* ¶ 43.

²⁵ *See id.* ¶¶ 40-47; CTL Ex. 31.

²⁶ *See* CenturyLink’s Reply Legal Analysis at 47.

²⁷ *See id.* Although CenturyLink purports to base this change in position on Verizon’s own arguments, *see id.*, Verizon’s arguments about the DS1 riders were based entirely on documents – such as CSRs and USOC lists – that CenturyLink already had received in the ordinary course of business. *See* Decl. of Patricia A. Mason ¶¶ 60-68 (filed Apr. 12, 2018). There is thus no justification for CenturyLink waiting to claim these purported overcharges until its reply submission before the Bureau.

²⁸ *See* Supplemental Decl. of Patricia A. Mason ¶¶ 2-9 (filed May 3, 2018).

²⁹ *But see* Verizon’s Legal Analysis at 67-68 (explaining that CenturyLink’s claims are untimely because they are claims for damages subject to § 415(b)).

³⁰ 47 U.S.C. § 415(c).

ever present a claim that Verizon was compensated for those circuits through its DS1 “unit” counts. Rather, CenturyLink presented a different, less-valuable claim based on DS3 “equivalents.”³¹

CenturyLink’s change of position means that its Category One claims are now untimely under § 415(c)’s two-year statute of limitations.³² That is true not only under the text of § 415(c) itself, but also because CenturyLink’s latest allegations no longer relate back to CenturyLink’s June 17, 2016 Informal Complaint.³³ Accordingly, CenturyLink’s claims concerning DS3 CLF circuits in FMS territories, as it has now refashioned them, are time-barred in their entirety.

³¹ See, e.g., CTL Exs. 40.13, 37.06, 38.05, 39.05, 41.01, 42.02.

³² Cf. *PAETEC Commc’ns, Inc. v. MCI Commc’ns Servs., Inc.*, 712 F. Supp. 2d 405, 418 (E.D. Pa. 2010) (finding fact dispute over timeliness under § 415(c) when it was unclear whether customer had filed written disputes over the same charges at issue in the litigation).

³³ To relate back to the filing of the Informal Complaint, the Formal Complaint must be “based on the same cause of action.” 47 C.F.R. § 1.718. CenturyLink’s latest claim that Verizon could not charge at all for DS3 CLF circuits in FMS territories fails that test because the Informal Complaint alleged (at 4) only “Overcounting [of] Equivalents for DS3 CLF Units.” The new claims are therefore untimely for the same reason as CenturyLink’s allegations about Verizon’s supposed delay in paying the Billing Credits. See Verizon’s Legal Analysis at 68-69.

Respectfully submitted,



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Attorneys for Verizon

May 3, 2018

Tab B

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
CenturyLink Communications, LLC,)	
f/k/a Qwest Communications Company,)	
LLC,)	
)	
Complainant,)	
v.	)	Docket No. 18-33
	)	File No. EB-18-MD-001
Verizon Services Corp.; Verizon)	
Virginia LLC; Verizon Washington,)	
DC Inc.; Verizon Maryland LLC;)	
Verizon Delaware LLC; Verizon)	
Pennsylvania LLC; Verizon New Jersey)	
Inc.; Verizon New York Inc.; Verizon)	
New England Inc.; Verizon North LLC;)	
Verizon South Inc.,)	
)	
Defendants.)	

SUPPLEMENTAL DECLARATION OF PATRICIA A. MASON

I, Patricia A. Mason, being above 18 years of age and competent to make this Declaration, hereby submit this Supplemental Declaration in support of Verizon. I declare that:

1. I have reviewed the April 23, 2018 Reply Declaration of Tiffany Brown (the “Brown Reply Decl.”). I disagree with much of what Ms. Brown says, but I have been asked to focus this Supplemental Declaration in particular on the subset of Ms. Brown’s assertions that CenturyLink has not raised previously. My observations on her new assertions are below.

I. Ms. Brown’s New Argument That FMS Charges for DS3 CLF Facilities Were Billed by DS1 Circuits

2. Paragraphs 45-57 of the Brown Reply Declaration misunderstand the way that Verizon billed for special-access service under FMS. Ms. Brown agrees with me that Verizon Exhibits 55-59 identify charges with Class of Service-USOC combinations that met the criteria

for “Qualifying DS3 CLF Service” under the 2009 Service Agreement.¹ But she argues that these DS3 USOCs were actually billed by lower-level DS1 circuits riding the DS3s in question – and so involved only DS1 “units” rather than DS3 “units.”² That is inaccurate. The charges that Ms. Brown identifies were listed on Verizon’s bills next to lower-level DS1 facilities, but they were not DS1 rates. Rather, Verizon showed the DS3 rate elements under the lower-level DS1 identifiers riding the DS3 facility. Those DS3 rate elements, though listed next to DS1 identifiers, remained for services provided over the corresponding 44.736 Mbps DS3 facility.

3. Ms. Brown’s response that these DS3 charges were associated exclusively with DS1 circuit IDs is incorrect.³ The FMS monthly recurring charges appearing under the DS1 circuit identifiers were for services provided over the DS3 facilities that those DS1s rode. The USOCs for those services make that clear. As I previously explained, the charges in question had USOCs such as MXNM5, N2M, TNW5X, and 1A59S.⁴ Those USOCs, by definition, involved services provided over a DS3 facility of 44.736 Mbps bandwidth. Indeed, those USOCs appeared exclusively in the section of the 2009 Service Agreement governing “DS3 CLF Qualifying Services”; they were *not* on the list of USOCs for “DS1 Qualifying Services.”⁵ The CSR glossary further explained that those USOCs involved the use of DS3 facilities.⁶ And under

¹ Brown Reply Decl. ¶ 48; *see* Mason Decl. ¶¶ 60-64.

² Brown Reply Decl. ¶¶ 45-49.

³ *Cf. id.* ¶ 46.

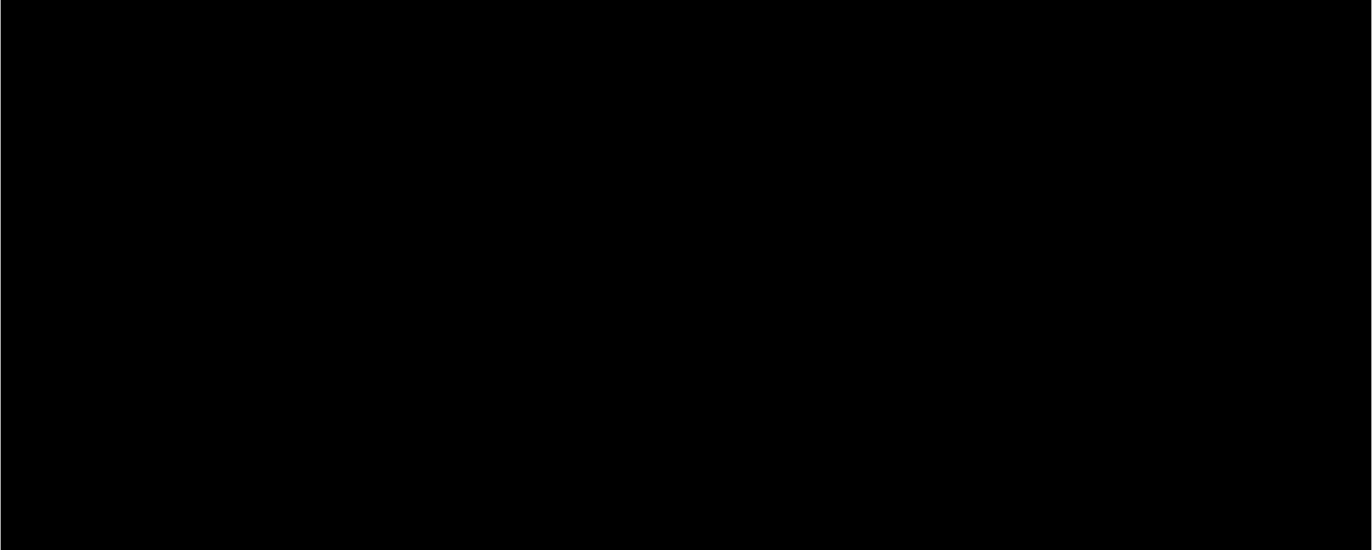
⁴ *See* Mason Decl. ¶ 61 (citing VZ Ex. 54 at 64-65).

⁵ *Compare* CTL Ex. 3, 2009 Service Agreement, Ex. B § 5(a)(ii), *with id.* § 5(a)(i).

⁶ *See* VZ Ex. 54 at 102 (defining “MXNM5” as “FMS DS3/STS1 TO DS1 MULTIPLEXING PER DS0 EQVLNT CHNL”); *id.* (defining “TNW5X” as “FMS STANDARD CHANNEL TERM – DS3/SONET ENT FAC”).

Verizon’s tariffs, DS3 facilities – which were required for Verizon to bill the USOCs at issue – were defined expressly as involving “44.736 Mbps Services.”⁷

4. The face of the CSR section that Ms. Brown analyzes (at ¶ 50) further demonstrates the point. Ms. Brown takes an excerpt from Verizon Exhibit 56 and purports to show that it billed charges associated with a DS1 circuit .HCGS.455564..NJ. But the very excerpt she provides makes clear that .HCGS.455564..NJ was riding slot 1 of a DS3 – 1000 T3Z NWRKNJ03K41 NWRKNJ41W03 – and was billing DS3-specific USOCs. Below I have included the same excerpt that Ms. Brown provides (circles are hers), but I have added rectangular boxes around the DS3 circuit (which had 44.736 Mbps bandwidth) and the DS3 USOCs it was billing: **[[BEGIN CONFIDENTIAL]]**



⁷ *E.g.*, Verizon FCC Tariff No. 1 § 7.2.9(A)(2) (“DS3 High Capacity/44.736 Mbps Services”).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8

9

[[END CONFIDENTIAL]]

6. Ms. Brown’s assertion that Verizon was “fully compensated for all DS0-equivalent capacity in the FMS LATAs through the DS1 units included in their count” is similarly inaccurate.¹⁰ With respect to these FMS DS3 CLF circuits, Verizon billed CenturyLink for at least two separate services: DS3 transport and multiplexing (*i.e.*, transmitting data over high-capacity DS3 circuits between two different premises), and DS1 channel terminations (*i.e.*, connecting CenturyLink-designated primary premises to the Verizon serving wire center). Verizon properly billed both services using separate USOCs: DS3 USOCs for the DS3 transport and multiplexing, and DS1 USOCs for the DS1 channel terminations. True, under FMS, Verizon showed both sets of charges under the same lower-level DS1 circuit identifiers. But this was just a billing convention under FMS; the fact remained that Verizon was providing – and CenturyLink was paying for – two separate services. For that reason, Ms. Brown is wrong that Verizon engaged in “double billing.”¹¹ To the contrary, Verizon counted DS3 “units” by circuit IDs (which captured the DS3 services with DS3 USOCs), and it counted DS1 “units” by channel terminations (which captured the DS1 services with DS1 USOCs associated with these

⁸ See Verizon FCC Tariff No. 1 § 7.5.18(D)(2) (eff. Jan. 5, 2002) (historical FMS version, relevant excerpts attached as VZ Ex. 74).

⁹ See *id.*

¹⁰ Brown Reply Decl. ¶ 53.

¹¹ *Id.*

circuits).¹² Because these are different units, it was proper for Verizon to count both when calculating the Billing Credits.

7. Further, Verizon included both the DS3 transport and multiplexing monthly revenue and the DS1 channel termination monthly revenue in calculating the Billing Credits.¹³ In the scenario described above – where there were both DS3 and DS1 charges appearing under the same DS1 identifier – Verizon included both sets of charges in the revenue figure used to calculate CenturyLink’s Billing Credits. Without including the corresponding DS3 “unit” in the credit calculations, CenturyLink would have received a credit for the entire amount of that DS3 revenue and thus would have received the underlying DS3 services for free. Thus, Ms. Brown’s assertion that Verizon was “fully compensated” for its FMS DS3 facilities through its count of DS1 “units” is tantamount to a claim that CenturyLink did not have to pay for the data transport from one wire center to another over DS3 facilities, merely because it also paid for the DS1 channel termination at one end of the circuit. That is an implausible and irrational result.

8. **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

¹² See Mason Decl. ¶¶ 5, 17.

¹³ See *id.* ¶ 5 (noting that the first step in calculating the credit was for Verizon to “sum[] up the monthly revenue it had billed for qualifying services”).

[REDACTED]. [[END CONFIDENTIAL]]

9. In sum, Verizon properly counted as “units” the DS1 channel terminations for DS1s that rode FMS DS3 CLF circuits where those DS1 circuits also billed non-FMS charges separately. All of the DS1 circuits identified in Tables 2 and 3 of Ms. Brown’s Reply Declaration billed both FMS DS3 charges and non-FMS DS1 charges. Ms. Brown is correct that Verizon counted as “units” the DS1 channel terminations billing the non-FMS charges. But that has no bearing on whether Verizon’s DS3 count was accurate. As explained above and in my previous Declaration, Verizon properly counted these higher-level DS3 circuits as “units” because they had the proper 44.736 Mbps bandwidth and because they billed charges with a qualifying Class of Service-USOC combination.

II. Ms. Brown’s New Analysis of Underbilled Circuits

10. Of the seven circuits in Category Two that I identified as having been properly counted due to “underbilling,” CenturyLink now agrees as to three of them.¹⁴ I have reviewed Ms. Brown’s analysis of the remaining four circuits and determined that she is incorrect.

- 150 T3Z SNBBCAMCW01 SNBBCAXFK03: Although Ms. Brown is correct that this circuit rides a higher-level OC48 facility, she is wrong that it should have been billing \$0. When a multiplexed DS3 rides a higher-level SONET facility, like this one does, the customer must still pay for the DS3 multiplexer and a port charge. This circuit was therefore underbilling and should have been billing both charges.
- 50.HFGS.400221..CV: Although Ms. Brown is correct that this circuit was collocated, its secondary carrier facility assignment was a Dedicated SONET Ring (“DSR”). When a DS3 circuit rides a higher-class DSR, Verizon is entitled to bill a port charge for the interface between the two. This circuit should have been billing such a port charge; it was therefore underbilling and should not have been \$0 rated.
- 50.HFGS.400227..CV: The analysis for this circuit is the same as the one above. This circuit should have been billing a port charge for the same reasons as the previous circuit.

¹⁴ Compare VZ Ex. 60, with Brown Reply Decl. ¶¶ 64-65.

- .HFGS.061585..NJ: I have been unable to determine the nature of the OC12 carrier facility assignment for this circuit, but no matter what it was, the circuit should have been billing either a channel termination or a port charge applicable at the Z location. The circuit should not have been zero rated under any scenario and was underbilling.

III. Ms. Brown's New Argument Regarding Fractional Disconnected Circuits

11. Ms. Brown's assertion that Verizon received a "windfall" on fractional disconnected circuits is inaccurate.¹⁵ It was CenturyLink that received a windfall on such circuits, in the form of an undeserved flat-rate discount during the month of disconnection. Ms. Brown states that the majority of disconnected circuits would have billed a lower dollar amount than the flat rate if the fractional month were not included in the calculation of the Billing Credits.¹⁶ To make that point, Ms. Brown cites **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED].¹⁷ [REDACTED]

[REDACTED]

[REDACTED].¹⁸ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

12. [REDACTED]

[REDACTED].¹⁹ [REDACTED]

¹⁵ Cf. Brown Reply Decl. ¶¶ 68-70.

¹⁶ *Id.*

¹⁷ See *id.* ¶ 69, Table 4 (discussing DS3 CLS circuit 32HFGS658864NY with monthly charge of **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]**).

¹⁸ See VZ Ex. 22.3F, Tab "CLSCLF Billed Units," Cell AN1726; CTL Ex. 5, 2014 Service Agreement, Ex. B Attach. 1.

¹⁹ See VZ Ex. 22.3F, Tab "CLSCLF Billed Units," Row 1376.

[REDACTED]

[REDACTED]²⁰ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]**

13. A proper damages methodology would have to account for the ways in which CenturyLink benefited from Verizon’s methodology of counting “units” for fractionally billing circuits. True, for some circuits there would have been no such benefit – as Ms. Brown’s cherry-picked example demonstrates. But as my example above also demonstrates, for many circuits CenturyLink would have on-balance saved money due to Verizon’s methodology. Because Ms. Brown has failed to account for this phenomenon in her calculations of the dispute amount, her methodology is unreliable and cannot serve as the basis for determining damages.

IV. Ms. Brown’s New Argument About the Category Five Dispute

14. Ms. Brown now admits that her argument about the two circuits in Dispute Category Five is not actually a dispute about the way that Verizon calculated the Billing Credits. My previous Declaration explained that I properly counted these circuits as DS1 “units” because they billed qualifying Class of Service-USOC combinations.²¹ Ms. Brown does not deny that I accurately identified the *actual* Class of Service of USOCs that these circuits *actually* billed on

²⁰ See 2014 Service Agreement, Ex. B Attach. 1 (noting DS3 CLS flat rates for Plan Year 3).

²¹ See Mason Decl. ¶¶ 90-92 & VZ Ex. 67.

Verizon’s monthly invoices. Rather, she now argues that Verizon’s monthly bills were incorrect and “should have assigned a DS0 Class of Service to these circuits.”²² Even if that were true, it would show no error in my Billing Credit calculations, which depend on the factual charges that existed on Verizon’s bills without looking to the underlying validity of those charges.²³ Accordingly, if CenturyLink wanted to properly dispute these charges, it should have filed a business-as-usual dispute over Verizon’s monthly charges. Its challenge to the Billing Credits lacks merit.

15. Ms. Brown is likewise wrong when she disagrees with Verizon’s statement that “CenturyLink’s Billing Credits would have been lower if Verizon had properly classified these circuits as DS0s.”²⁴ If Verizon had assigned a DS0 class of service to these units, I would have removed *both* the DS1 revenue *and* the DS1 “units” from the credit calculations. Because the DS1 monthly charges were higher than the DS1 flat rates, this would have had the net effect of lowering the Billing Credit amount. True, CenturyLink might have benefited in offsetting ways, by no longer having to pay the DS1 charges on the front end – and instead paying lower DS0 monthly recurring charges.²⁵ That CenturyLink might have ultimately saved money, however, does not change the fact that the *Billing Credits* would have been lower. That just reinforces that this dispute is really a challenge to Verizon’s monthly bills rather than its calculation of the quarterly Billing Credits.

²² Brown Reply Decl. ¶ 83.

²³ See Mason Decl. ¶¶ 93-95.

²⁴ Brown Reply Decl. ¶ 84.

²⁵ See *id.*

V. Ms. Brown’s New Argument That Verizon Misled CenturyLink Regarding the Effect of the July 2014 FMS Conversion

16. Ms. Brown also asserts that Verizon misled CenturyLink about the FMS conversion by stating that the “FMS conversion would not cause a material increase in DS3 counts.”²⁶ Verizon’s statement, however, was accurate. As previously explained, Verizon counted DS3 “units” under FMS by including circuits that were not fully subscribed. Nothing meaningfully changed about that practice after the FMS conversion.²⁷ The conversion off FMS affected the way that Verizon billed for DS3 circuits on its monthly invoices – in that Verizon started charging an entire DS3 rather than just the DS0 channels used – but it did not fundamentally change the way Verizon counted “units” under the Price Flex Deal. And as long as the number of “units” remained constant, the flat-rate deal structure ensured that increased monthly recurring charges would not negatively affect CenturyLink.

17. I have reviewed the historical data around CenturyLink’s FMS conversion and verified that the DS3 “unit” counts did not meaningfully increase. In Table 1 below, I have listed the DS3 “unit” counts for the four months before and after the FMS conversion:²⁸

[[BEGIN CONFIDENTIAL]]

²⁶ *Id.* ¶ 90.

²⁷ *See* Mason Decl. ¶¶ 58-60.

²⁸ This data is drawn from CTL Ex. 41.17 (PY1Q1, for March, April, and May 2014); CTL Ex. 42.15 (PY1Q2, for June, July, and August 2014); and CTL Ex. 43.06a (PY1Q3, for September and October 2014).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]** Indeed, I note that although Ms. Brown asserts that CenturyLink’s “costs had in fact dramatically increased due to the FMS migration,” she cites no evidence for that proposition. Based on my review, her assertion is incorrect.

18. In addition, Ms. Brown’s new assertions about FMS’s so-called “premium” pricing are unfounded.²⁹ Ms. Brown asserts **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]³⁰ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

²⁹ Brown Reply Decl. ¶ 92.

³⁰ *Id.* ¶ 91.

[REDACTED]

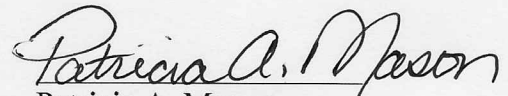
[REDACTED]

[REDACTED] **[[END CONFIDENTIAL]]**

19. That is particularly true when accounting for the fact that FMS pricing was on a DS0-equivalent basis. FMS pricing was *more favorable* to customers than standard special-access plans – because, under the latter, customers had to pay for an entire DS3 even if it was only partially subscribed. Ms. Brown’s asserted figures – which focus solely on per-DS0 prices – do not account for this difference.

CERTIFICATION

I hereby certify under penalty of perjury that the foregoing is true and correct. Executed
on May 2, 2018.


Patricia A. Mason

Tab C

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)	
)	
CenturyLink Communications, LLC,)	
f/k/a Qwest Communications Company,)	
LLC,)	
)	
Complainant,)	
v.	)	Docket No. 18-33
	)	File No. EB-18-MD-001
Verizon Services Corp.; Verizon)	
Virginia LLC; Verizon Washington,)	
D.C. Inc.; Verizon Maryland LLC;)	
Verizon Delaware LLC; Verizon)	
Pennsylvania LLC; Verizon New Jersey)	
Inc.; Verizon New York Inc.; Verizon)	
New England Inc.; Verizon North LLC;)	
Verizon South Inc.,)	
)	
Defendants.)	

SUR-REPLY DECLARATION OF ANNA MCDERMOTT

I, Anna McDermott, being above 18 years of age and competent to make this Declaration, hereby submit this Sur-Reply Declaration in support of Verizon. I declare that:

1. I work at Verizon as an Offer Manager in the Marketing Group. I have worked at Verizon or its predecessors for approximately 15 years. From December 2011 until August 2016, I was the Senior Account Manager in the Americas Sales Group. In that capacity, I worked as CenturyLink's Account Manager and had regular communications with CenturyLink about the wholesale services it purchased from Verizon, including Verizon's legacy Facilities Management Service ("FMS"). I have personal knowledge of the facts set forth below.

2. I have reviewed Paragraph 87 of Tiffany Brown's April 23, 2018 Reply Declaration and respond to it in this Declaration. Ms. Brown asserts that "Verizon did not give a

conversion date for [CenturyLink's] existing FMS plan" and that "CenturyLink continued to order FMS circuits under the FMS plan until July 2014."¹ She also asserts, based on unspecified "discussions with CenturyLink in early 2014," that "CenturyLink still did not have a conversion date from Verizon at that time."²

3. Ms. Brown's insinuation that Verizon never gave CenturyLink a timetable for when it would convert off FMS is incorrect. As CenturyLink's Account Manager, I was aware of regular communications with CenturyLink regarding the FMS conversion, and I know that Verizon worked with CenturyLink's team months in advance to prepare for the conversion and ensure that it was as smooth as possible. Based on those communications, CenturyLink knew well in advance that it was going to convert off FMS. CenturyLink had ample opportunity to rearrange its own network to prepare for the conversion.

4. I have also reviewed my emails with CenturyLink and verified that I informed CenturyLink that it would be converted off FMS at the end of June 2014. On February 20, 2014, I held a phone call with Anne Grimm of CenturyLink about the FMS conversion and followed up with an email. In the email, I stated clearly that "Verizon will be migrating all FMS service over to CDP."³ A few months later, on May 21, 2014, I wrote to Ms. Grimm again to inform her that Verizon had "been working with CABS billing to schedule the FMS de-conversion to special access for CenturyLink."⁴ After explaining the various considerations involved in implementing the transition, I verified on May 27 that Verizon would "wait till the end of June to do the

¹ Brown Reply Decl. ¶ 87.

² *Id.*

³ VZ Ex. 75 (2/10/2014 email from A. McDermott).

⁴ VZ Ex. 76 (5/27/2014 email string ending from A. McDermott).

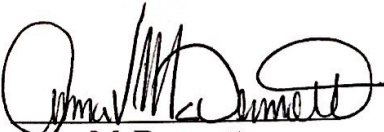
de-conversion.”⁵ Then, according to CenturyLink’s own Complaint, the FMS conversion was fully implemented in “July 2014.”⁶ Based on my communications with Ms. Grimm, CenturyLink had ample notice of that conversion before it happened.

⁵ *Id.*

⁶ Compl. ¶ 65.

CERTIFICATION

I hereby certify under penalty of perjury that the foregoing is true and correct. Executed
on May 2, 2018.



Anna McDermott

Tab D

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
CenturyLink Communications, LLC,)	
f/k/a Qwest Communications Company,)	
LLC,)	
)	
Complainant,)	
v.	)	Docket No. 18-33
	)	File No. EB-18-MD-001
Verizon Services Corp.; Verizon)	
Virginia LLC; Verizon Washington,)	
DC Inc.; Verizon Maryland LLC;)	
Verizon Delaware LLC; Verizon)	
Pennsylvania LLC; Verizon New Jersey)	
Inc.; Verizon New York Inc.; Verizon)	
New England Inc.; Verizon North LLC;)	
Verizon South Inc.,)	
)	
Defendants.)	

VERIZON’S PROPOSED SECOND REQUEST FOR INTERROGATORIES

Pursuant to 47 C.F.R. § 1.729(a) and the Commission’s March 13, 2018 Notice of Formal Complaint, Defendants¹ hereby submit and serve on CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC (“CenturyLink”) this Proposed Second Request for Interrogatories. Verizon requests that CenturyLink respond to these Interrogatories, in writing and under oath, in the time provided by 47 C.F.R. § 1.729(c) and in accordance with the Commission’s rules and the Instructions and Definitions set forth herein.

¹ Defendants are Verizon Services Corp.; Verizon Virginia LLC; Verizon Washington, DC Inc.; Verizon Maryland LLC; Verizon Delaware LLC; Verizon Pennsylvania LLC; Verizon New Jersey Inc.; Verizon New York Inc.; Verizon New England Inc.; Verizon North LLC; and Verizon South Inc. (individually and collectively, “Verizon”).

DEFINITIONS

1. The term “Verizon” shall mean Verizon Services Corp.; Verizon Virginia LLC; Verizon Washington, DC Inc.; Verizon Maryland LLC; Verizon Delaware LLC; Verizon Pennsylvania LLC; Verizon New Jersey Inc.; Verizon New York Inc.; Verizon New England Inc.; Verizon North LLC; and Verizon South Inc. and includes, without limitation: (a) any of their predecessor or successor companies or corporations and (b) any of their present or former officers, directors, employees, consultants, agents, attorneys, or others acting or purporting to act on their behalf.

2. The terms “CenturyLink” and “you” shall mean CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC and includes, without limitation: (a) any of its divisions, departments, or other organizational or operational units; (b) any of its parent, subsidiary, or affiliate companies; (c) any of its predecessor or successor companies or corporations; and (d) any of its present or former officers, directors, employees, consultants, agents, attorneys, or others acting or purporting to act on its behalf.

3. “All” means all or any, and “any” means all or any.

4. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Interrogatory all answers that might otherwise be outside its scope.

5. “Include” or “including” denotes a portion of a larger whole and is used without limitation.

6. “Concerning” or “concerns” means in whole or in part, relating to, referring to, consisting of, reflecting, discussing, constituting, describing, analyzing, studying, evidencing, incorporating, or in any way pertaining to or having any logical or factual connection.

7. “Relating to” or “related to” means in whole or in part, constituting, containing, referring to, discussing, dealing with, describing, reflecting, or pertaining to in any way whatsoever.

8. “Document” or “documents” shall mean, without limitation, any written, recorded, or graphic material of any kind within your possession, custody, or control, whether in paper or electronic form. The term document(s) includes electronically stored information.

9. “Person” means a natural person, corporation, or other business organization.

10. “Communication” or “communications” means communication(s) of every form and manner by which information may be transmitted or received, whether written, oral, or otherwise.

11. “Commitment Discount Plan” or “CDP” refers to the pricing plan that Verizon offered pursuant to Verizon FCC Tariff No. 1 § 25.1 and Verizon FCC Tariff No. 11 § 25.1.

12. “Complaint” or “Compl.” refers to CenturyLink’s Formal Complaint filed on February 26, 2018 in the above-captioned matter.

13. “2009 Service Agreement” refers to the Service Agreement signed by CenturyLink and Verizon in April and May 2009, respectively, governing Verizon’s provision of special-access services to CenturyLink.² The 2009 Service Agreement includes Exhibits A, B, and C, and Attachment 1 to Exhibit B. Exhibit B to the 2009 Service Agreement was filed as a contract tariff and appeared at Verizon FCC Tariff No. 1 § 21, Option 57; Verizon FCC Tariff No. 11 § 32, Option 55; and Verizon FCC Tariff No. 14 § 21, Option 29. The 2009 Service Agreement was in effect from March 1, 2009 through February 28, 2014.

² CTL Ex. 3. Verizon refers to exhibits attached to the Complaint as “CTL Ex. __,” and it refers to exhibits attached to its Answer as “VZ Ex. __.”

14. “2014 Service Agreement” refers to the Service Agreement signed by CenturyLink and Verizon on February 14, 2014, governing Verizon’s provision of special-access services to CenturyLink.³ The 2014 Service Agreement includes Exhibits A, B, and C, and Attachment 1 to Exhibit B. Exhibit B to the 2014 Service Agreement was filed as a contract tariff and appeared at Verizon FCC Tariff No. 1 § 21, Option 65; Verizon FCC Tariff No. 11 § 32, Option 65; and Verizon FCC Tariff No. 14 § 21, Option 34. The 2014 Service Agreement was in effect from March 1, 2014 through February 28, 2017.

15. “Billing Credits” or “Credits” refers to the credits Verizon issued to CenturyLink each quarter under the 2009 and 2014 Service Agreements or the credits Frontier Communications Corporation issued to CenturyLink each quarter under the applicable agreement and contract tariffs. With respect to the Billing Credits issued by Verizon, the credit amount for each quarter equaled the difference between the undisputed dollar amount CenturyLink had paid Verizon at Verizon’s standard monthly rates under the CDP and the dollar amount CenturyLink would have paid had it been billed at the applicable flat rate specified in the Service Agreements.

16. “Dispute Categories” refers to the six categories of substantive allegations that CenturyLink raises in its Complaint with respect to Verizon’s monthly charges or calculation of Billing Credits. *See* Compl., Parts I.C.1-6; CTL Exs. 31-36.

³ CTL Ex. 5.

INSTRUCTIONS

1. These Interrogatories are to be answered in detail. If any Interrogatory cannot be answered in full after exercising due diligence to secure the information to do so, please state and answer the Interrogatory to the extent possible, specifying any inability to answer the remainder of such Interrogatory, describing the actions you took to answer the Interrogatory, and stating whatever information or knowledge is presently available to you concerning the unanswered portion of said Interrogatory. Unless CenturyLink has made reasonable inquiry and expressly states that reasonable inquiry has been made and that the information known or readily obtainable by CenturyLink is insufficient to enable admission or denial of the request for admission, lack of information or knowledge shall not constitute a reason for failure to respond to an Interrogatory.

2. To the extent that you consider any of the following Interrogatories objectionable, answer so much of each Interrogatory and each part thereof as is not objectionable in your view and separately state that part of each Interrogatory as to which you raise an objection and each ground for such objection. This Instruction applies not only to objections to the Interrogatories as such but to the Instructions and Definitions relating to them.

3. If in responding to the Interrogatories you claim ambiguity in any Interrogatory, or in a Definition or Instruction applicable thereto, such claim shall not be utilized as a basis for refusing to respond, but you shall set forth as part of your response the language deemed to be ambiguous and the interpretation used in responding to the Interrogatory.

4. These Interrogatories are continuing. All Interrogatories shall be construed to request any additional information that is discovered, acquired, created, or generated after the date upon which responses are provided.

5. Each Interrogatory is to be accorded a separate answer, and questions are not to be combined for the purpose of supplying a common answer thereto.

6. In the event it is claimed that any request is premature because your investigation of the subject matter of the request or your discovery is not completed, provide all the information now available to you and supplement the response as soon as further information is found.

7. The use of the past tense shall include the present tense, and the use of the present tense shall include the past tense, so as to make the request inclusive rather than exclusive.

8. The singular includes the plural, and vice versa, so as to make the request more inclusive.

REQUEST FOR INTERROGATORIES

VERIZON’S INTERROGATORY NO. 10: In Paragraph 6 of Tiffany Brown’s April 23, 2018 Reply Declaration, she asserts that she “expected that there would be some counting errors made by Verizon. But I was surprised by the volume of counting errors made by Verizon and the dollars associated with those errors. These amounts were significantly higher than what I had previously seen in the industry.” Please explain the basis for this statement, including the specific carriers “in the industry” to whom she is allegedly referring, the types of contracts with those carriers that she is using for her comparison, the error rate that she was allegedly “expect[ing]” in light of her experience with those other carriers, and the basis for that expectation.

EXPLANATION

This information is necessary for the resolution of this dispute because Ms. Brown repeatedly asserts that Verizon’s practices were unreasonable in light of her supposed “experience in the industry.”⁴ Verizon has explained that the nominal error rate that CenturyLink’s claims identify is reasonable in light of the complexity of the two parties’ wholesale billing relationship.⁵ Ms. Brown asserts otherwise by making abstract comparisons to the “industry,” but she never gives any specifics to allow Verizon (or the Commission) to evaluate her assertions. The requested information is relevant and will help Verizon test whether Ms. Brown has any actual foundation for her sweeping assertions about industry practices. As Verizon does not understand the basis for Ms. Brown’s statement – and does not have access to her records about other carriers – the information sought by Interrogatory No. 10 is not available to Verizon from any other source.

⁴ See, e.g., Brown Reply Decl. ¶¶ 6-7, 31.

⁵ See Verizon’s Legal Analysis at 44-45, 49-51.

VERIZON’S INTERROGATORY NO. 11: In Paragraph 15 of Ms. Brown’s April 23, 2018 Reply Declaration, she asserts that “it was Mr. Szol’s team who advised CenturyLink to populate the BAN as the ‘Circuit ID’ on the form in order to submit the disputes.” Please identify and describe in detail that alleged advice, including the Verizon employee who gave it, the CenturyLink employee who received it, the form in which it was given, and the date on which Verizon supposedly gave it.

EXPLANATION

Under CenturyLink’s view of the case, the requested information is necessary for the resolution of this dispute because CenturyLink argues extensively about the inadequacy of Verizon’s electronic dispute-submission system. As Verizon has explained, those criticisms are a red herring and immaterial to the core reason that its disputes were denied.⁶ But, assuming that CenturyLink’s arguments are correct, Verizon has also explained that CenturyLink bears responsibility for the automatic rejection notices in Verizon’s system because it improperly filled out Verizon’s claim form.⁷ Ms. Brown now asserts – without any details or supporting documentation – that CenturyLink improperly filled out those forms (by listing a BAN as a Circuit ID) because Verizon told it to do so.⁸ Verizon has been unable to evaluate Ms. Brown’s assertions due to the lack of detail she provided, and Verizon does not believe she is correct. The requested information will help test whether Ms. Brown has any actual basis for this assertion, and will provide a way for Verizon to investigate its accuracy. As Verizon does not understand the basis for Ms. Brown’s statement – and does not have access to CenturyLink’s records – the information sought by Interrogatory No. 11 is not available to Verizon from any other source.

⁶ See *id.* at 35-37.

⁷ See Declaration of David Szol ¶¶ 10-16.

⁸ See Brown Reply Decl. ¶¶ 14-17.

VERIZON’S INTERROGATORY NO. 12: In Paragraph 82 of Ms. Brown’s April 23, 2018 Reply Declaration, she asserts that **[[BEGIN CONFIDENTIAL]]** [REDACTED]

[[END CONFIDENTIAL]] Although “CenturyLink agrees to adjust” the dispute amount in Table 1 of Ms. Brown’s Declaration, it maintains that the “amount should not be backed out of the dispute amounts in the Table of CenturyLink-Verizon Claims because this debit is already reflected in the dispute amounts filed with Verizon.” For each of PY1Q1, PY1Q2, and PY2Q1, please explain and demonstrate how CenturyLink’s original disputes accounted for the undercharges identified in Verizon Exhibit 66 – and in light of that answer, explain any effect on CenturyLink’s total claimed damages caused by CenturyLink’s statement above that it agrees to adjust the dispute amount on Table 1 of Ms. Brown’s Reply Declaration by **[[BEGIN CONFIDENTIAL]]** [REDACTED]. **[[END CONFIDENTIAL]]**

EXPLANATION

The information sought by this Interrogatory is necessary to the resolution of the dispute because Ms. Brown’s April 23, 2018 Reply Declaration makes seemingly contradictory statements about its agreement that CenturyLink in fact benefited from the inadvertent formula error that led to the errors identified in CenturyLink’s Dispute Category Four.⁹ CenturyLink acknowledges that it was undercharged and adjusts one table in Ms. Brown’s Reply Declaration accordingly, but also appears to maintain that its earlier filed disputes already accounted for these undercharges. The requested information is relevant and will help Verizon to determine the total amount of damages that CenturyLink asserts it is owed. As Verizon does not understand the basis for Ms. Brown’s seemingly contradictory statements, the information sought by Interrogatory No. 12 is not available to Verizon from any other source.

⁹ Compare Compl. ¶¶ 57-59, with Declaration of Patricia Mason ¶¶ 87-89 & VZ Exs. 65-66.

VERIZON’S INTERROGATORY NO. 13: Explain the basis for the comparison between average undiscounted per-DS0 rates that Ms. Brown performs in Paragraph 91 of her April 23, 2018 Reply Declaration, including by showing the mathematical inputs she used to come up with her purported average rates, the specific sections of Verizon’s tariff on which she is relying for those inputs, and the calculations she performed to determine the average rates.

EXPLANATION

The information sought by this Interrogatory is necessary to the resolution of the dispute because Ms. Brown’s April 23, 2018 Reply Declaration asserts that FMS pricing was more expensive than standard special-access pricing.¹⁰ Verizon has been unable to determine how Ms. Brown came up with her alleged numbers, and her unsupported assertions are inconsistent with Verizon’s historical pricing practices.¹¹ As Verizon does not understand the basis for Ms. Brown’s assertions, and given that Verizon does not have access to Ms. Brown’s work papers, the information sought by Interrogatory No. 13 is not available to Verizon from any other source.

¹⁰ See Brown Reply Decl. ¶¶ 91-92.

¹¹ See Sur-Reply Declaration of Patricia A. Mason ¶¶ 18-19; Declaration of Susan Fox & Marian Howell ¶¶ 4-6.

Dated: May 3, 2018

Respectfully submitted,



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Attorneys for Verizon

Tab E

TABLE OF EXHIBITS

Ex. No.	Document Description
74	Verizon Tariff F.C.C. No. 1, Section 7.5.18, Special Access Service – Rates and Charges – Facilities Management Service (July 3, 2001) (excerpt)
75	Email from Anna McDermott (VZ) to Anne Grimm (CTL) re: FMS Migration, dated Feb. 10, 2014
76	Email chain ending from Anna McDermott (VZ) to Anne Grimm (CTL) re: FMS de-conversion to special access for CenturyLink, dated May 27, 2014

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
CenturyLink Communications, LLC f/k/a Qwest)	
Communications Company, LLC,)	
)	
Complainant,	)	Docket No. 18-33
v.	)	File No. EB-18-MD-001
)	
Verizon Services Corp.; Verizon Virginia LLC;)	
Verizon Washington, DC, Inc.; Verizon Maryland)	
LLC; Verizon Delaware LLC; Verizon)	
Pennsylvania LLC; Verizon New Jersey Inc.;)	
Verizon New York Inc.; Verizon New England Inc.;)	
Verizon North LLC; Verizon South Inc.,)	
)	
Defendants.)	

**SUR-REPLY
EXHIBITS**

Volume 1 of 1

Ex. 74 to Ex. 76

EXHIBIT 74

Verizon Tariff F.C.C. No. 1, Section 7.5.18,
Special Access Service – Rates and Charges –
Facilities Management Service (July 3, 2001)
(excerpt)

THE VERIZON TELEPHONE COMPANIES

TARIFF F.C.C. NO. 1
1st Revised Page 7-281
Cancels Original Page 7-281

ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.18 Facilities Management Service(A) Primary Premises Channel Terminations
- per DS0 Equivalent Channel(1) DS3 Electrical and Optical Interfaces -
Month-to Month

	<u>USOC</u>	<u>Monthly Charge</u>	
	<u>TNWZX</u>		
N-MSA		\$4.24	(T)
Price Band 4		4.24	(N)
Price Band 5		4.24	|
Price Band 6		4.24	(T)

(Issued under Transmittal No. 55)

Issued: June 18, 2001

Effective: July 3, 2001

Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

THE VERIZON TELEPHONE COMPANIES

TARIFF F.C.C. NO. 1
1st Revised Page 7-282
Cancels Original Page 7-282

ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.18 Facilities Management Service (Cont'd)(A) Primary Premises Channel Terminations (Cont'd)
- per DS0 Equivalent Channel

(2)	DS3 & IEF Channel Terminations - Term Plans N-MSA	(T)
	<u>USOCs</u>	<u>3 Year Plan</u> <u>5 Year Plan</u>
		<u>TNW3X</u> <u>TNW5X</u>
<u>Rate Band</u>	<u># of DS0s</u>	<u>Monthly Rates</u>
		<u>3-Year Plan</u> <u>5-Year Plan</u>
1*	1- 672	\$3.61	\$2.73
2*	673- 1,344	3.30	2.73
3	1,345- 2,016	3.11	2.25
4	2,017- 2,688	3.11	1.58
5	2,689- 3,360	2.86	1.55
6	3,361- 4,032	2.06	1.51
7	4,033- 4,704	1.95	1.43
8	4,705- 5,376	1.83	1.34
9	5,377- 6,048	1.72	1.26
10	6,049- 6,720	1.60	1.17
11	6,721- 7,392	1.55	1.14
12	7,393- 8,064	1.54	0.99
13	8,065- 8,736	1.54	0.70
14	8,737- 9,408	1.54	0.70
15	9,409-10,080	1.54	0.70
16	10,081-10,752	1.54	0.70
17	10,753-11,424	1.54	0.69
18	11,425-12,096	1.47	0.69
19	12,097-12,768	1.47	0.69
20	12,769-13,440	1.41	0.69
21	13,441-14,112	1.37	0.68
22	14,113-14,784	1.33	0.68
23	14,785-15,456	1.29	0.68
24	15,457-16,128	1.25	0.67
25	16,129-16,800	1.25	0.67
26	16,801-17,472	1.25	0.67
27	17,473-18,144	1.25	0.66
28	18,145-18,816	1.25	0.66
29	18,817-19,488	1.25	0.66
30	19,489-20,161	1.25	0.65
31	20,162-20,832	1.23	0.64
32	20,833-21,504	1.22	0.64
33	21,505-22,176	1.21	0.64
34	22,177-22,848	1.20	0.64
35	22,849-23,520	1.19	0.63
36	23,521-24,192	1.16	0.63
37	24,193-24,864	1.15	0.63
38	24,865-25,536	1.14	0.63
39	25,537-26,208	1.13	0.62
40	26,209-26,880	1.11	0.61
41	26,881-27,552	1.09	0.60
42	27,553-28,224	1.09	0.60
43	28,225-28,896	1.07	0.59
44	28,897-29,568	1.06	0.58
45	29,569-30,240	1.05	0.57
46	30,241-30,912	1.04	0.57
47	30,913-31,584	1.04	0.56
48	31,585-32,256	1.04	0.55

* Note: Rates in Rate Bands 1 and 2 are not applicable for IEF services until after the minimum purchase of 2016 DS0s.

(Issued under Transmittal No. 55)

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Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

THE VERIZON TELEPHONE COMPANIES

TARIFF F.C.C. NO. 1
1st Revised Page 7-282.1
Cancels Original Page 7-282.1

ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.18 Facilities Management Service (Cont'd)(A) Primary Premises Channel Terminations (Cont'd)
- per DS0 Equivalent Channel

(2) DS3 & IEF Channel Terminations - Term Plans Price

Band 4: 3 Year Plan 5 Year Plan

USOC: TNW3X TNW5X

Rate Band	# of DS0s	Monthly Rates	
		3-Year Plan	5-Year Plan
1*	1- 672	\$3.61	\$2.43 (R)
2*	673- 1,344	3.30	2.43 (R)
3	1,345- 2,016	3.11	1.95 (R)
4	2,017- 2,688	3.11	1.28 (R)
5	2,689- 3,360	2.86	1.25 (R)
6	3,361- 4,032	2.06	1.21 (R)
7	4,033- 4,704	1.95	1.13 (R)
8	4,705- 5,376	1.83	1.04 (R)
9	5,377- 6,048	1.72	0.96 (R)
10	6,049- 6,720	1.60	0.87 (R)
11	6,721- 7,392	1.55	0.84 (R)
12	7,393- 8,064	1.54	0.69 (R)
13	8,065- 8,736	1.54	0.40 (R)
14	8,737- 9,408	1.54	0.40 (R)
15	9,409-10,080	1.54	0.40 (R)
16	10,081-10,752	1.54	0.40 (R)
17	10,753-11,424	1.54	0.39 (R)
18	11,425-12,096	1.47	0.39 (R)
19	12,097-12,768	1.47	0.39 (R)
20	12,769-13,440	1.41	0.39 (R)
21	13,441-14,112	1.37	0.38 (R)
22	14,113-14,784	1.33	0.38 (R)
23	14,785-15,456	1.29	0.38 (R)
24	15,457-16,128	1.25	0.37 (R)
25	16,129-16,800	1.25	0.37 (R)
26	16,801-17,472	1.25	0.37 (R)
27	17,473-18,144	1.25	0.36 (R)
28	18,145-18,816	1.25	0.36 (R)
29	18,817-19,488	1.25	0.36 (R)
30	19,489-20,161	1.25	0.35 (R)
31	20,162-20,832	1.23	0.34 (R)
32	20,833-21,504	1.22	0.34 (R)
33	21,505-22,176	1.21	0.34 (R)
34	22,177-22,848	1.20	0.34 (R)
35	22,849-23,520	1.19	0.33 (R)
36	23,521-24,192	1.16	0.33 (R)
37	24,193-24,864	1.15	0.33 (R)
38	24,865-25,536	1.14	0.33 (R)
39	25,537-26,208	1.13	0.32 (R)
40	26,209-26,880	1.11	0.31 (R)
41	26,881-27,552	1.09	0.30 (R)
42	27,553-28,224	1.09	0.30 (R)
43	28,225-28,896	1.07	0.29 (R)
44	28,897-29,568	1.06	0.28 (R)
45	29,569-30,240	1.05	0.27 (R)
46	30,241-30,912	1.04	0.27 (R)
47	30,913-31,584	1.04	0.26 (R)
48	31,585-32,256	1.04	0.25 (R)

* Note: Rates in Rate Bands 1 and 2 are not applicable for IEF services until after the minimum purchase of 2016 DS0s.

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Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.18 Facilities Management Service (Cont'd)(A) Primary Premises Channel Terminations (Cont'd)
- per DS0 Equivalent Channel(2) DS3 & IEF Channel Terminations - Term Plans Price
Band 5: 3 Year Plan 5 Year Plan

Rate Band	# of DS0s	Monthly Rates	
		3-Year Plan	5-Year Plan
1*	1- 672	\$3.61	\$2.43 (R)
2*	673- 1,344	3.30	2.43 (R)
3	1,345- 2,016	3.11	1.95 (R)
4	2,017- 2,688	3.11	1.28 (R)
5	2,689- 3,360	2.86	1.25 (R)
6	3,361- 4,032	2.06	1.21 (R)
7	4,033- 4,704	1.95	1.13 (R)
8	4,705- 5,376	1.83	1.04 (R)
9	5,377- 6,048	1.72	0.96 (R)
10	6,049- 6,720	1.60	0.87 (R)
11	6,721- 7,392	1.55	0.84 (R)
12	7,393- 8,064	1.54	0.69 (R)
13	8,065- 8,736	1.54	0.40 (R)
14	8,737- 9,408	1.54	0.40 (R)
15	9,409-10,080	1.54	0.40 (R)
16	10,081-10,752	1.54	0.40 (R)
17	10,753-11,424	1.54	0.39 (R)
18	11,425-12,096	1.47	0.39 (R)
19	12,097-12,768	1.47	0.39 (R)
20	12,769-13,440	1.41	0.39 (R)
21	13,441-14,112	1.37	0.38 (R)
22	14,113-14,784	1.33	0.38 (R)
23	14,785-15,456	1.29	0.38 (R)
24	15,457-16,128	1.25	0.37 (R)
25	16,129-16,800	1.25	0.37 (R)
26	16,801-17,472	1.25	0.37 (R)
27	17,473-18,144	1.25	0.36 (R)
28	18,145-18,816	1.25	0.36 (R)
29	18,817-19,488	1.25	0.36 (R)
30	19,489-20,161	1.25	0.35 (R)
31	20,162-20,832	1.23	0.34 (R)
32	20,833-21,504	1.22	0.34 (R)
33	21,505-22,176	1.21	0.34 (R)
34	22,177-22,848	1.20	0.34 (R)
35	22,849-23,520	1.19	0.33 (R)
36	23,521-24,192	1.16	0.33 (R)
37	24,193-24,864	1.15	0.33 (R)
38	24,865-25,536	1.14	0.33 (R)
39	25,537-26,208	1.13	0.32 (R)
40	26,209-26,880	1.11	0.31 (R)
41	26,881-27,552	1.09	0.30 (R)
42	27,553-28,224	1.09	0.30 (R)
43	28,225-28,896	1.07	0.29 (R)
44	28,897-29,568	1.06	0.28 (R)
45	29,569-30,240	1.05	0.27 (R)
46	30,241-30,912	1.04	0.27 (R)
47	30,913-31,584	1.04	0.26 (R)
48	31,585-32,256	1.04	0.25 (R)

* Note: Rates in Rate Bands 1 and 2 are not applicable for IEF services until after the minimum purchase of 2016 DS0s.

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Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.18 Facilities Management Service (Cont'd)(A) Primary Premises Channel Terminations (Cont'd)
- per DS0 Equivalent Channel(2) DS3 & IEF Channel Terminations - Term Plans Price
Band 6: 3 Year Plan 5 Year Plan

Rate Band	# of DS0s	Monthly Rates	
		3-Year Plan	5-Year Plan
1*	1- 672	\$3.61	\$2.43 (R)
2*	673- 1,344	3.30	2.43 (R)
3	1,345- 2,016	3.11	1.95 (R)
4	2,017- 2,688	3.11	1.28 (R)
5	2,689- 3,360	2.86	1.25 (R)
6	3,361- 4,032	2.06	1.21 (R)
7	4,033- 4,704	1.95	1.13 (R)
8	4,705- 5,376	1.83	1.04 (R)
9	5,377- 6,048	1.72	0.96 (R)
10	6,049- 6,720	1.60	0.87 (R)
11	6,721- 7,392	1.55	0.84 (R)
12	7,393- 8,064	1.54	0.69 (R)
13	8,065- 8,736	1.54	0.40 (R)
14	8,737- 9,408	1.54	0.40 (R)
15	9,409-10,080	1.54	0.40 (R)
16	10,081-10,752	1.54	0.40 (R)
17	10,753-11,424	1.54	0.39 (R)
18	11,425-12,096	1.47	0.39 (R)
19	12,097-12,768	1.47	0.39 (R)
20	12,769-13,440	1.41	0.39 (R)
21	13,441-14,112	1.37	0.38 (R)
22	14,113-14,784	1.33	0.38 (R)
23	14,785-15,456	1.29	0.38 (R)
24	15,457-16,128	1.25	0.37 (R)
25	16,129-16,800	1.25	0.37 (R)
26	16,801-17,472	1.25	0.37 (R)
27	17,473-18,144	1.25	0.36 (R)
28	18,145-18,816	1.25	0.36 (R)
29	18,817-19,488	1.25	0.36 (R)
30	19,489-20,161	1.25	0.35 (R)
31	20,162-20,832	1.23	0.34 (R)
32	20,833-21,504	1.22	0.34 (R)
33	21,505-22,176	1.21	0.34 (R)
34	22,177-22,848	1.20	0.34 (R)
35	22,849-23,520	1.19	0.33 (R)
36	23,521-24,192	1.16	0.33 (R)
37	24,193-24,864	1.15	0.33 (R)
38	24,865-25,536	1.14	0.33 (R)
39	25,537-26,208	1.13	0.32 (R)
40	26,209-26,880	1.11	0.31 (R)
41	26,881-27,552	1.09	0.30 (R)
42	27,553-28,224	1.09	0.30 (R)
43	28,225-28,896	1.07	0.29 (R)
44	28,897-29,568	1.06	0.28 (R)
45	29,569-30,240	1.05	0.27 (R)
46	30,241-30,912	1.04	0.27 (R)
47	30,913-31,584	1.04	0.26 (R)
48	31,585-32,256	1.04	0.25 (R)

* Note: Rates in Rate Bands 1 and 2 are not applicable for IEF services until after the minimum purchase of 2016 DS0s.

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Issued: December 21, 2001

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Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

THE VERIZON TELEPHONE COMPANIES

TARIFF F.C.C. NO. 1
2nd Revised Page 7-283
Cancels 1st Revised Page 7-283

ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.18 Facilities Management Service (Cont'd)(A) Primary Premises Channel Terminations (Cont'd)
- per DS0 Equivalent Channel

(3) DS1 Electrical Interface

USOC:	<u>Month-to-Month</u> TNW6X	<u>3 Year Plan</u> TNW7X	<u>5 Year Plan</u> TNW8X
Initial 0-144 DS0 Equivalent Channels			
N-MSA	\$1,254.66	\$1,059.30	\$941.58
Price Band 4	1,254.66	1,059.30	941.58
Price Band 5	1,254.66	1,059.30	941.58
Price Band 6	1,254.66	1,059.30	941.58

DS0 Equivalent
Channels over
144 per DS0

N-MSA	\$8.71	\$7.36	\$6.54
Price Band 4	8.71	7.36	6.54
Price Band 5	8.71	7.36	6.54
Price Band 6	8.71	7.36	6.54

(4) Coordinated Retermination

	<u>Nonrecurring Charge</u>	(N)
N-MSA	\$380.00	(N)

(Issued under Transmittal No. 422)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

THE VERIZON TELEPHONE COMPANIES

TARIFF F.C.C. NO. 1
1st Revised Page 7-283.1
Cancels Original Page 7-283.1

ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.18 Facilities Management Service (Cont'd)(B) Primary Premises Cross-Connects

(1) DS1 Interface - a minimum of 144 DS0s are required

(a) Virtual Collocation

	<u>Term</u>	<u>USOC</u>	<u>Monthly Rate</u>
i)	Month-to-Month	B2CAV	\$0.00 (R) (X)
ii)	3-Year	B2CBV	0.00 (R) (X)
iii)	5-Year	B2CCV	0.00 (R) (X)

(b) Physical Collocation

	<u>Term</u>	<u>USOC</u>	<u>Monthly Rate</u>
i)	Month-to-Month	B2CAP	0.00 (R) (X)
ii)	3-Year	B2CBP	0.00 (R) (X)
iii)	5-Year	B2CCP	0.00 (R) (X)

(2) DS3 Interface

- per DS0 Equivalent Channel, except initial
minimums of 672 is required.

(a) Virtual Collocation

	<u>Term</u>	<u>USOC</u>	<u>Monthly Rate</u>
i)	Month-to-Month	B2CDV	0.00 (R) (X)
ii)	3-Year	B2CEV	0.00 (R) (X)
iii)	5-Year	BXCQX	0.00 (R) (X)

(b) Physical Collocation

	<u>Term</u>	<u>USOC</u>	<u>Monthly Rate</u>
i)	Month-to-Month	B2CDP	\$0.00 (R) (X)
ii)	3-Year	B2CEP	0.00 (R) (X)
iii)	5-Year	B2CFP	0.00 (R) (X)

(X) Filed under authority of Special Permission No. 01-028 of the Federal
Communications Commission.

(Issued under Transmittal No. 59)

Issued: June 21, 2001

Effective: July 6, 2001

Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

PUBLIC VERSION

THE VERIZON TELEPHONE COMPANIES

TARIFF F.C.C. NO. 1
3rd Revised Page 7-284
Cancels 2nd Revised Page 7-284

ACCESS SERVICE

7. Special Access Service (Cont'd)

7.5 Rates and Charges (Cont'd)

7.5.18 Facilities Management Service# (Cont'd)

(B) Primary Premises Cross-Connects (Cont'd)

- (2) DS3 Interface (Cont'd)
- per DS0 Equivalent Channel, except initial minimums of 672 is required.

(b) Physical Collocation

	<u>Term</u>	<u>USOC</u>	<u>Monthly Rate</u>
i)	Month-to-Month	B2CDP	\$0.00
ii)	3-Year	B2CEP	0.00
iii)	5-Year	B2CFP	0.00

(C) Channel Mileage
- per DS0 Equivalent Channel

			<u>Monthly Rates</u>	
		<u>USOC</u>	<u>Fixed</u>	<u>Per Mile</u>
(1)	DS1			
	Month-to-Month	1A6US	\$5.50	0.94
	3 Year Plan	1A6VS	4.55	0.67
	5 Year Plan	1A64S	3.48	0.50

(2) Basic DS3 or STS1

Month-to-Month	1A5YS	3.82	0.66
3 Year Plan	1YAMS	3.72	0.62
5 Year Plan	1A59S	2.83 (R)	0.37

(R)

(D)

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(D)

Service availability limited. See # footnote on Page 7-85.

(Issued under Transmittal No. 1109)

Issued: September 16, 2010

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

THE VERIZON TELEPHONE COMPANIES

TARIFF F.C.C. NO. 1
2nd Revised Page 7-284
Cancels 1st Revised Page 7-284

ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.18 Facilities Management Service# (Cont'd)

(T)

(B) Primary Premises Cross-Connects (Cont'd)

(2) DS3 Interface (Cont'd)

- per DS0 Equivalent Channel, except initial
minimums of 672 is required.

(b) Physical Collocation

	<u>Term</u>	<u>USOC</u>	<u>Monthly Rate</u>
i)	Month-to-Month	B2CDP	\$0.00
ii)	3-Year	B2CEP	0.00
iii)	5-Year	B2CFP	0.00

(C) Channel Mileage

- per DS0 Equivalent Channel

		USOC	Monthly Rates	
			Fixed	Per Mile
(1)	DS1			
	Month-to-Month	1A6US	\$5.50	0.94
	3 Year Plan	1A6VS	4.55	0.67
	5 Year Plan	1A64S	3.48	0.50
(2)	Basic DS3 or STS1			
	Month-to-Month	1A5YS	3.82	0.66
	3 Year Plan	1YAMS	3.72	0.62
	5 Year Plan	1A59S	2.85	0.38
(3)	Direct DS3 or STS1			
	Month-to-Month	1A87S	1.28	0.25
	3 Year Plan	1A88S	1.15	0.23
	5 Year Plan	1A89S	0.93	0.15
(4)	OC3			
	3 Year Plan	1YANS	1.15	0.17
	5 Year Plan	1YAPS	0.99	0.10
(5)	OC12			
	3 Year Plan	1YAQS	0.62	0.14
	5 Year Plan	1YARS	0.43	0.06

Service availability limited. See # footnote on Page 7-85.

(N)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

(T)

(T)

THE VERIZON TELEPHONE COMPANIES

TARIFF F.C.C. NO. 1
1st Revised Page 7-284
Cancels Original Page 7-284

ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.18 Facilities Management Service (Cont'd)(B) Primary Premises Cross-Connects (Cont'd)

(2) DS3 Interface (Cont'd)

- per DS0 Equivalent Channel, except initial
minimums of 672 is required.

(b) Physical Collocation

	<u>Term</u>	<u>USOC</u>	<u>Monthly Rate</u>
i)	Month-to-Month	B2CDP	\$0.00 (R) (X)
ii)	3-Year	B2CEP	0.00 (R) (X)
iii)	5-Year	B2CFP	0.00 (R) (X)

(C) Channel Mileage

- per DS0 Equivalent Channel

			<u>Monthly Rates</u>	
		<u>USOC</u>	<u>Fixed</u>	<u>Per Mile</u>
(1)	DS1			
	Month-to-Month	1A6US	\$5.50	0.94
	3 Year Plan	1A6VS	4.55	0.67
	5 Year Plan	1A64S	3.48	0.50
(2)	Basic DS3 or STS1			
	Month-to-Month	1A5YS	3.82	0.66
	3 Year Plan	1YAMS	3.72	0.62
	5 Year Plan	1A59S	2.85	0.38
(3)	Direct DS3 or STS1			
	Month-to-Month	1A87S	1.28	0.25
	3 Year Plan	1A88S	1.15	0.23
	5 Year Plan	1A89S	0.93	0.15
(4)	OC3			
	3 Year Plan	1YANS	1.15	0.17
	5 Year Plan	1YAPS	0.99	0.10
(5)	OC12			
	3 Year Plan	1YAQS	0.62	0.14
	5 Year Plan	1YARS	0.43	0.06

(X) Filed under authority of Special Permission No. 01-028 of the Federal
Communications Commission.

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Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

THE VERIZON TELEPHONE COMPANIES

TARIFF F.C.C. NO. 1
1st Revised Page 7-284.1
Cancels Original Page 7-284.1

ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.18 Facilities Management Service# (Cont'd)

(T)

(C) Channel Mileage, per DS0 Equivalent Channel (Cont'd)
		Monthly Rates

		USOC	Fixed	Per Mile
(3)	Direct DS3 or STS1		
	Month-to-Month	1A87S	
	N-MSA		\$1.28	\$0.25
	Price Band 4		1.28	0.25
	Price Band 5		1.28	0.25
	Price Band 6		1.28	0.25
	3 Year Plan	1A88S	
	N-MSA		1.15	0.23
	Price Band 4		1.15	0.23
	Price Band 5		1.15	0.23
	Price Band 6		1.15	0.23
	5 Year Plan	1A89S	
	N-MSA		0.93	0.15
	Price Band 4		0.93	0.15
	Price Band 5		0.93	0.15
	Price Band 6		0.93	0.15
(4)	OC3		
	3 Year Plan	1YANS	
	N-MSA		1.15	0.17
	Price Band 4		1.15	0.17
	Price Band 5		1.15	0.17
	Price Band 6		1.15	0.17
	5 Year Plan	1YAPS	
	N-MSA		0.99	0.10
	Price Band 4		0.99	0.10
	Price Band 5		0.99	0.10
	Price Band 6		0.99	0.10
(5)	OC12		
	3 Year Plan	1YAQS	
	N-MSA		0.62	0.14
	Price Band 4		0.62	0.14
	Price Band 5		0.62	0.14
	Price Band 6		0.62	0.14
	5 Year Plan	1YARS	
	N-MSA		0.43	0.06
	Price Band 4		0.43	0.06
	Price Band 5		0.43	0.06
	Price Band 6		0.43	0.06

Service availability limited. See # footnote on Page 7-85.

(N)

(Issued under Transmittal No. 1005)

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Vice President, Federal Regulatory
1300 I Street, NW, Washington, DC 20005

ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.18 Facilities Management Service (Cont'd)

(C) <u>Channel Mileage</u> , per DS0 Equivalent Channel (Cont'd)		<u>Monthly Rates</u>		(M)
	<u>USOC</u>	<u>Fixed</u>	<u>Per Mile</u>	
(3) Direct DS3 or STS1				
Month-to-Month	1A87S			(M)
N-MSA		\$1.28	\$0.25	(T)
Price Band 4		1.28	0.25	(N)
Price Band 5		1.28	0.25	|
Price Band 6		1.28	0.25	(N)
3 Year Plan	1A88S			(M)
N-MSA		1.15	0.23	(T)
Price Band 4		1.15	0.23	(N)
Price Band 5		1.15	0.23	|
Price Band 6		1.15	0.23	(N)
5 Year Plan	1A89S			(M)
N-MSA		0.93	0.15	(T)
Price Band 4		0.93	0.15	(N)
Price Band 5		0.93	0.15	|
Price Band 6		0.93	0.15	(N)
(4) OC3				(M)
3 Year Plan	1YANS			(M)
N-MSA		1.15	0.17	(T)
Price Band 4		1.15	0.17	(N)
Price Band 5		1.15	0.17	|
Price Band 6		1.15	0.17	(N)
5 Year Plan	1YAPS			(M)
N-MSA		0.99	0.10	(T)
Price Band 4		0.99	0.10	(N)
Price Band 5		0.99	0.10	|
Price Band 6		0.99	0.10	(N)
(5) OC12				(M)
3 Year Plan	1YAQS			(M)
N-MSA		0.62	0.14	(T)
Price Band 4		0.62	0.14	(N)
Price Band 5		0.62	0.14	|
Price Band 6		0.62	0.14	(N)
5 Year Plan	1YARS			(M)
N-MSA		0.43	0.06	(T)
Price Band 4		0.43	0.06	(N)
Price Band 5		0.43	0.06	|
Price Band 6		0.43	0.06	(N)

Material shown on this page previously appeared on Page 7-284.

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Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.18 Facilities Management Service (Cont'd)(D) Multiplexing

- per DS0 Equivalent Channel

	<u>USOC</u>	<u>Monthly Rate</u>
(1) DS1 to DS0		
Month-to-Month	MXNFX	
N-MSA		\$8.65
Price Band 4		12.15 (I)
Price Band 5		12.15 (I)
Price Band 6		12.15 (I)
3 Year Plan	MXNF3	
N-MSA		6.33
Price Band 4		8.83 (I)
Price Band 5		8.83 (I)
Price Band 6		8.83 (I)
5 Year Plan	MQ6	
N-MSA		6.24
Price Band 4		8.25 (I)
Price Band 5		8.25 (I)
Price Band 6		8.25 (I)
(2) DS3 or STS1 to DS3		
Month-to-Month	MXNMX	
N-MSA		1.04
Price Band 4		1.39 (I)
Price Band 5		1.39 (I)
Price Band 6		1.39 (I)
3 Year Plan	MXNM3	
N-MSA		0.94
Price Band 4		1.19 (I)
Price Band 5		1.19 (I)
Price Band 6		1.19 (I)
5 Year Plan	MXNM5	
N-MSA		0.64
Price Band 4		0.79 (I)
Price Band 5		0.79 (I)
Price Band 6		0.79 (I)

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Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

ACCESS SERVICE

7. Special Access Service (Cont'd)7.5 Rates and Charges (Cont'd)7.5.18 Facilities Management Service (Cont'd)(E) Administration
- per DS0 Equivalent

	<u>USOC</u>	<u>Monthly Rate</u>
(1) DS1 Interface		
Month-to-Month	N2M1X	
N-MSA		\$2.70
Price Band 4		2.70
Price Band 5		2.70
Price Band 6		2.70
3 Year Plan	N2M1X	
N-MSA		2.70
Price Band 4		2.70
Price Band 5		2.70
Price Band 6		2.70
5 Year Plan	N2M1X	
N-MSA		2.70
Price Band 4		2.70
Price Band 5		2.70
Price Band 6		2.70
(2) DS3 Interface		
Month-to-Month	N2M	
N-MSA		0.30
Price Band 4		0.55(I)
Price Band 5		0.55(I)
Price Band 6		0.55(I)
3 Year Plan	N2M	
N-MSA		0.30
Price Band 4		0.55(I)
Price Band 5		0.55(I)
Price Band 6		0.55(I)
5 Year Plan	N2M	
N-MSA		0.30
Price Band 4		0.55(I)
Price Band 5		0.55(I)
Price Band 6		0.55(I)

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Vice President
2980 Fairview Park Drive, Falls Church, Virginia 22042

EXHIBIT 75

Email from Anna McDermott (VZ) to
Anne Grimm (CTL) re: FMS Migration,
dated Feb. 10, 2014

From: McDermott, Anna G <anna.mcdermott@one.verizon.com>
Sent: Monday, February 10, 2014 6:58 PM
To: Anne.Grimm@CenturyLink.com
Cc: Alston, Christopher A (Chris)
Subject: FMS Migration

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Anne.

Per our conversation this afternoon, Verizon will be migrating all FMS service over to CDP. I see 2 contracts in our system that show a contract expiration date of 10/31/12. If you exercised the 1 year extension, your expiration date would be 10/31/13. We will not be performing any true-ups but since the plans have expired, we need accurate dates for the process as the conversion will retroactively start from the expiration date of your FMS agreement. Upon your concurrence and agreement to move forward, I will advise Revenue Assurance to proceed with the request. As communicated on our call, there will be no interruption of service. This will all be done systematically.

There are both Switch and Special Access ckt's affected. Both will be back billed to the new effective agreement date. Switch services should result in a savings of approximately \$55K per month after the conversion. Special Access should not be effected as they are currently supported under your CSP agreement and are flat rated.

Upon your approval on the agreement expiration date, we will move forward with the conversion.

Regards,

Anna McDermott
Sr. Account Manager, Americas Sales | **Verizon Enterprise Solutions**
Tel: 908 559-3226 | Fax: 301-966-4443
One Verizon Way, Basking Ridge, NJ 07920, USA

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EXHIBIT 76

Email chain ending from Anna McDermott
(VZ) to Anne Grimm (CTL) re: FMS de-
conversion to special access for
CenturyLink, dated May 27, 2014

From: McDermott, Anna G <anna.mcdermott@one.verizon.com>
Sent: Tuesday, May 27, 2014 10:30 AM
To: Anne.Grimm@CenturyLink.com
Cc: Kennedy, Susan E
Subject: RE: FMS de-conversion to special access for CenturyLink

Follow Up Flag: Follow up
Flag Status: Flagged

Hope you had a fabulous weekend 😊.

FYI – Since we have not heard back from you on the below, we are going to have to wait till the end of June to do the de-conversion. I hope this doesn't cause any issues as no billing/record changes will take effect until later.

Again, all will adjust to your Flat Rate pricing plan.

Regards,
Anna McD

From: Grimm, Anne A [mailto:Anne.Grimm@CenturyLink.com]
Sent: Wednesday, May 21, 2014 2:08 PM
To: McDermott, Anna G
Cc: Kennedy, Susan E
Subject: RE: FMS de-conversion to special access for CenturyLink

Hi Anna. Thanks for the vmail and instead of calling back (trying to pump through some items right now) I thought I would respond in email.

I believe this decision should be made by Facilities Cost team. I will send your note below to the auditor and manager and let you know once I get their feedback.

Thanks!

Thank you,
Anne Grimm ~ Carrier Management ~ CenturyLink ~ 614-215-4667 ~ anne.grimm@centurylink.com

From: McDermott, Anna G [<mailto:anna.mcdermott@verizon.com>]
Sent: Wednesday, May 21, 2014 2:02 PM
To: Grimm, Anne A
Cc: Kennedy, Susan E
Subject: FMS de-conversion to special access for CenturyLink

Hi Anne,

Per my voicemail message. We have been working with CABS billing to schedule the FMS de-conversion to special access for CenturyLink. CABS has cleaned up the North data, but more work is needed on the South data. CABS could do the North conversion at the end of May, but the South won't be able to be done until the end of June.. We'd like your input on whether you prefer for us to: 1) convert North at end of May and South at the end of June or 2) do both the North

and South de-conversions at the end of June. if you recall, there is no associated back-billing for the conversion to Special Access because SA fall under your Custom Solution agreement. There will be billing/record changes because the FMS rate elements will be removed and Special Access rate elements will be added, however, the Customer Solution will adjust/credit the difference in the end to your Flat Rate pricing.

Do let me know how you would like to proceed.

Regards,

Anna McDermott

Sr. Account Manager, Americas Sales | **Verizon Enterprise Solutions**

Tel: 908 559-3226 | Fax: 301-966-4443

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